

PURCHASING DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
(954) 828-5140
FAX (954) 828-5576

City of Fort Lauderdale
INVITATION TO BID
e-mail: purchase@ci.fort-lauderdale.fl.us
ITB# 212-8484

ISSUE DATE: 5/09/01
PAGE 1 OF 29
BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.
ON: June 07, 2001

TITLE: PAINTING CONTRACTOR FOR AIRPORT & HELISTOP PAVEMENT MARKINGS AND PAINT REMOVAL

PROCUREMENT SPECIALIST: James Hemphill
CONTACT FOR TECHNICAL QUESTIONS: Florence Deardorff

DEPT: Executive Airport
Phone No.: (954) 938-4966

Bidder Must Complete the Following:

Vendor Name	Total Bid Discount (section 1.04) _____
Number & Street:	Bids are firm for Acceptance for 90 days (section 1.05) Yes _____ No _____ Other _____
City, State, Zip (+4) (see General Conditions Section 1.01)	
Was this Invitation mailed to the Correct address? Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. () _____ 800 _____	Web site address: http://www
FAX () _____ e-mail:	NO BID: If not submitting a bid, state reason below and return on copy of this form (section 1.07) _____
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions? _____
Payment Terms: (section 1.03) net _____	MBE _____ WBE _____ SBE _____

How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit via Facsimile. Facsimile bids will not be accepted.

Each bid envelope must be sealed with the following information stated on the **OUTSIDE** of the envelope:

BID No. 212-8484

Title: Painting Contractor for Airport & Helistop
Pavement Markings and Paint Removal

Opens: June 07, 2001

Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

Signature of Authorized Representative

Title (Typed or Printed)

Name of Authorized Representative (typed or printed)

Date:

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. The mailing of one ITB to the vendor, or a bid in return, will not register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.

- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION / INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms (Contractor) to provide painting services for pavement markings at the Fort Lauderdale Executive Airport (Airport) & Fort Lauderdale Downtown Helistop and removing pavement markings by grinding off paint. It is the Airport's estimate that approximately \$10,000 will be spent over a one-year period for this contract.

It is the intent of this bid to establish a contract with a single contractor to maintain the Executive Airport and Downtown Helistop pavement markings on an as-needed basis. The Contractor will provide all material, tools, equipment, supplies, and labor required.

02. CONTRACT PERIOD

The initial contract term shall commence upon final execution of the contract by the City and shall be for a two (2) year period. The City reserves the right to extend the contract for TWO additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

03. INFORMATION OR CLARIFICATION

3.1 For information concerning procedures for responding to this ITB, contact the Procurement Specialist, James Hemphill at (954) 828-5143. For information concerning the technical specifications or scope of services, contact Florence Deardorff at (954) 938-4966. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 ATTN: James Hemphill, or VIA e-mail to: jameshe@ci.fort-lauderdale.fl.us. Questions of a material nature must be received prior to the cut-off date specified in the ITB Schedule.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions contained in this ITB.

3.2. SITE VISIT - It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

04. INSPECTION OF FACILITIES:

It is the Proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from any other activities in the surrounding area. Arrangements for proposers inspection of facilities and/or activity schedules may be secured by contacting Florence Deardorff at (954) 938-4966.

Proposer, by virtue of submitting a proposal certifies that he has inspected the job site.

05. ELIGIBILITY

To be eligible to respond to this Invitation To Bid the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this ITB.

06. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the ITB documents.

07. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

08. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

09. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

09.1. CERTIFICATION BY BROWARD COUNTY, FLORIDA

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity**. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

10. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.fort-lauderdale.fl.us/documents/index.htm>.

PART II - ITB SCHEDULE

Release ITB	5/09/01
Last Date for Receipt of Questions of a Material Nature	5/23/01
Addendum Release (If required)	5/28/01
PROPOSAL DUE (Prior to 2:00 PM)	6/07/01

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

ITB General Conditions Form G-107 Rev. 11/98 (GC) are included and made a part of this ITB as Exhibit "A".

02. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

03. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

04. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

05. AWARD

The City reserves the right to award to that bidder which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to the specifications and in the bidding procedure.

06. INVOICES/PAYMENT

Each invoice shall fully detail the square footage amounts for each item completed on a particular job and shall specify the dates and times such service occurred. Payment will be made within twenty (20) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and unable to the City. The service and cost as proposed and accepted by the City shall be firm for a one-year period. No cost adjustments will be permitted.

07. AVAILABILITY OF FUNDS

The obligations of the City under this award are subject to the availability of fund lawfully appropriated and budgeted for this project.

08. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

09. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

09.1 Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

09.2 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

10. QUANTITY:

The quantities shown are estimated as one year's requirement. The City reserves the right to increase or decrease the total quantities.

11. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

12. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

13. SUBCONTRACTING

All work must be accomplished by skilled and qualified employees of the Contractor. Subcontracting will **not** be permitted.

14. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

15. INSURANCE

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Fort Lauderdale Risk Manager.

The following insurance coverage shall be required:

1. Worker's Compensation & Employer's Liability Insurance - Limits

Worker's Compensation - Statutory
Employer's Liability - \$100,000

2. Comprehensive **General Liability** Insurance – Limits

Combined Single Limit Bodily Injury/Property Damage – **\$1,000,000** each occurrence

3. Automobile Liability Insurance – Limits (Covering all owned hired and non-owned automobile equipment.)

Bodily Injury - \$250,000 each person
\$500,000 each occurrence
Property Damage - \$100,000 each occurrence

Before commencing performance of this contract, the Contractor shall furnish the City of Fort Lauderdale an original policy of the Certificate of Insurance for the required insurance as specified above, which shall contain the following:

1. Name of insurance carrier(s).
1. Effective and expiration dates of policies.
2. 30-days written notice by carrier of any cancellation or material change in any policy.
3. Original copy of the Certificates of Insurance stating that the interests of the City are included as an ADDITIONAL INSURED, and specifying the project/location. The Insurance shall name the CITY as additional insured.

Such insurance shall apply despite any insurance that the City may carry in its own name. The carrier waives all rights of subrogation against the City.

The City shall be named as an additional insured for Commercial General Liability, only. All certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

16. TORT IMMUNITY:

The City of Fort Lauderdale hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the City's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

17. INDEMNITY/HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed herein under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false or fraudulent.

18. RECORDS, AUDITS

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

19. DAMAGE TO PUBLIC OR PRIVATE PROPERTY / INJURIES

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

In case of injury to persons, animals or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals or by reason of any negligence of any Contractor or any of the Contractor's agents, servants, or employees during the performance of the work before the estimates have become due under this contract, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

20. CONTRACTORS RESPONSIBILITY

Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All work shall be performed between the hours of 7 a.m. and 4 p.m., during normal working days. Exceptions to this schedule can only be made with the prior approval of the City.

20. CONTRACTORS RESPONSIBILITY (Cont.)

The Contractor shall provide a qualified foreman present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.

All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealants and lubricants.

Perform the work in accordance with the specifications contained in this ITB and with the current edition of the published "Construction Standards and Specifications" of the Office of the City Engineer, 1982, except as may be noted otherwise. It will be the sole responsibility of the Contractor to make himself and his employees fully aware of these provisions.

It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residues at the end of each and every workday. Materials and equipment left on site overnight, shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with and prior approval obtained from applicable City personnel. Any materials and/or equipment left on site, shall be done with the Contractor, fully and totally responsibility for security. Any loss of materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City of Fort Lauderdale.

Upon completion, the Contractor shall be responsible for leaving the job site free of all construction debris and in an orderly state. Clean all walks, paving, and site features of dirt and other debris.

21. BASIS OF PAYMENT

Payment shall be made at the respective contract price per square foot for painting and reflective media. This price shall be full compensation for furnishing all materials, layout, and for all labor, equipment, tools, and incidentals necessary to complete the item.

ANTI-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

SCOPE OF WORK

1. The work includes furnishing all materials, equipment, supplies, tools, labor, layout, and incidentals to sustain all the expense incurred in doing the work to paint the existing helipad and airport pavement signs, markings, and runway numbers in accordance with Advisory Circular specifications or as directed by the Airport Management. The work also includes furnishing all labor, materials, equipment, supplies, tools, and incidentals to sustain all the expense incurred in doing the work to remove, by grinding, painted markings and signs, as directed by the Airport Management.
2. The work shall consist of the removal of surface paint by grinding and painting of numbers, markings, and stripes on the surface of runways, taxiways, ramps (aprons), and helipad in accordance with Advisory Circulars or as directed by the Airport Management. Note: The Executive Airport and Downtown Helistop are General Aviation facilities.
3. The work includes working on an elevated helipad with a 114-foot elevation. An elevator provides access to the helipad: The entry door of the elevator is 33 inches wide X 7.0 feet tall; the elevator compartment dimensions are 5.0 feet wide X 9.0 feet deep; the weight capacity of the elevator is rated at 4,000 lbs.
4. The work described herein will require coordination with the Airport Management, as it will be necessary to close runways and taxiways to traffic for repainting and drying time while keeping airport operations' disruptions to a minimum. All runways must be available on an as-needed emergency basis as communicated from the Air Traffic Control Tower over two-way radio transceiver as specified herein. Every effort will be extended to see that workspace is provided to assure a continuous point of application as possible; however, delays should be expected and special reimbursement for reasonable delays cannot be considered.

Hours of Operation

Service calls during normal business hours will be between 7:00AM and 5:00 PM. 'Premium' calls and Emergency work will be after normal business hours and/or during Saturdays, Sundays and holidays.

FUNCTIONAL REQUIREMENTS

Materials:

Materials Acceptance

The materials used shall meet the specification requirements. The Contractor shall furnish a statement that the materials meet the specification requirements.

Paint:

Paint shall be Waterborne in accordance with the requirements of **Federal Specification TT-P-1952D**, Type II. Paint shall be furnished in White (37925), Yellow (33538), Red (31136), and Black (37038) in accordance with **Federal Standard No 595**.

Daylight Directional Reflectance:

- 1.) White: The daylight directional reflectance of the white paint shall not be less than 80 percent.
- 2.) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 55 percent. Shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538.
- 3.) Reflective Media. Glass beads shall meet the requirements of **Fed. Spec. TT-B-1325**, Type III. Glass beads shall be treated with adhesion promoting and/or flotation coatings as specified by the manufacturer of the paint.

Prohibited Materials

The manufacturer shall certify that the product does **not** contain mercury, lead, hexavalent chromium, halogenated solvents, **nor** any carcinogen, as defined in **29 CFR 1910.1200**.

Material Application

1. Weather Limitations. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45 degrees F (7 degrees C) and rising and the pavement surface temperature is at least 5 degrees F (2.7 degrees C) above the dew point. Painting will not be permitted during low visibility conditions (fog.)
2. Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead-dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.
The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross sections and clear-cut edges without running or spattering and without over spray.
3. Preparation of Surface. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials. Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials. Cleaning by blowing method will not be permitted on the helipad. Cleaning by Vacuuming method will be required on the helipad.
4. Layout of Markings. The proposed markings shall be laid out in advance of the paint application.

5. Application. Paint shall be applied at the locations where directed by Airport Management and to the dimensions and spacing as indicated by the Advisory Circulars. Paint shall not be applied until the layout and condition of the surface have been approved by the Airport Management.

- A). The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 M) and marking dimensions and spacing shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inches (910 mm) or less	+/- 1/2 inch (12 mm)
Greater than 36 inches to 6 feet (910 mm to 1.85 M)	+/- 1 inch (25 mm)
Greater than 6 feet to 60 feet (1.85 m to 18.3 M)	+/- 2 inches (51 mm)
Greater than 60 feet (18.3 M)	+/- 3 inches (76 mm)

- B). The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate(s) shown in Table 1. The addition of thinner will **not** be permitted. A period of 24 hours shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

TABLE 1. APPLICATION RATES FOR PAINT, GLASS BEADS

Paint Type	Paint Square Feet per Gallon, Ft ² /Gal (Square Meters per Liter, M ² /L)	Glass Beads Type I, Gradation A Pounds per Gallon of paint, Lb/Gal (Kilograms per Liter of paint, Kg/L)	Glass Beads Type III, Pounds per Gallon of paint, Lb/Gal (Kilograms per Liter of paint, Kg/L)
Water Borne	115 Ft ² /Gal Maximum (2.8 M ² /L)	7 Lb/Gal minimum (0.85 Kg/L)	12 Lb/Gal minimum (1.45 Kg/L)

- C). Glass beads shall

- 1.) be distributed upon all marked areas, except black paint or as directed by Airport Management, immediately after application of the paint.
- 2.) be dispensed by a dispenser which is properly designed for attachment to the marking machine and suitable for dispensing glass beads.
- 3.) be applied at the rate(s) shown in Table 1.
- 4.) adhere to the cured paint or all marking operations shall cease until corrections are made.
- 5.) **not** be applied to black paint.

6. Protection. After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings of paint.

****Air Operations Area:** Any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or ramp (apron).

D. Method of Measurement

The quantity of markings to be paid for shall be the number of square feet of painting performed in accordance with the specifications and accepted by the Airport Management.

PRIMARY CONCERNS:

Limitation of Operations

Due to the necessity to accomplish work within the Air Operations Area (AOA) of the Airport, closure of portions of the airfield will be required. Such closures of an AOA shall be coordinated with the Airport Management at least 48 hours before commencing work in the proposed area. No work shall commence until the ATC Tower is notified of closure and the necessary temporary barricades and closure markings are in place. Work will not be permitted during low visibility conditions (Fog.)

Communications

All work shall be coordinated with Airport Management before any work is commenced. The Contractor shall have an operating 2-way radio transceiver on the job at all times while work is in progress on the Movement Area and available to his on-site superintendent, set to the Fort Lauderdale Executive Ground Control frequency of 121.75 MHz. The on-site superintendent shall constantly monitor this frequency while on the Movement Area. All Contractor vehicles and personnel shall remain inside designated work area at all times.

***Movement Area means the runways and taxiways where Air Traffic Control controls the movement of aircraft and vehicles.

Safety Requirements

1. Restrict parking of employees' vehicles to areas outside Air Operations Area and aircraft ramps.
2. Coordinate work with Airport Management.
3. All Contractor vehicles shall have an operating amber rotating light on the top of the each vehicle or large piece of equipment acceptable to Airport Management.
4. Waste and loose material capable of causing damage to aircraft landing gears, propellers, or being ingested in jet engines shall **not** be placed on any Movement Area. Material tracked onto these areas shall be removed continuously during the project work.

5. Prohibit movement of Contractor's equipment or vehicles from entering the ILS Localizer critical area at any time.

Response Time

Contractor shall begin projects within 2-week of notification. The Airport has markings that are priority markings. An emergency means response required within twenty-four hours of notification. If the Airport Management deems that an emergency painting is needed, payment will be at the emergency painting percentage .

Note: No travel, material acquisition or off site service time will be paid. All such estimates should be included in the costs.

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

PART V - REQUIREMENTS OF THE PROPOSAL**ELIGIBILITY**

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this ITB, to at least one facility similar in size and complexity to the project in these specifications. Contractor shall be knowledgeable and familiar with Advisory Circulars (AC), guidelines and standards for General Aviation heliport (with visual approaches only) and airport (including visual and precision approach runways) painted markings.

SUBMITTAL REQUIREMENTS

All proposals should be accompanied by a 3.5 floppy diskette that contains a Microsoft Excel spreadsheet of the proposers pricing. This should be included along with the written price sheet. If there are discrepancies between the written submittal and the pricing submitted on the diskette, the written submittal shall govern.

All proposals must be submitted in a sealed package with the ITB number, due and open date, and ITB title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this ITB.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

PART VII PRICE LIST / COST PROPOSAL

BIDDER PROPOSAL PAGE (Also should be submitted on 3.5 floppy diskette)

BIDDER NAME _____

Attached are the items of possible jobs to anticipate. The items are approximations. The costs per square foot are to be completed and returned with bid offer.

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB.

NOTE: The award of the bid shall be based upon Items 1 through 19.
For informational purposes, items 20 through 31 are listed as Additional Items that may or may not be performed.

ITEMS (All dimensions and tolerances will be completed as per Advisory Circulars.)

1. **TAXIWAY CENTERLINE STRIPES AND BORDER** – yellow paint, 6-inch wide, continuous/solid stripe with 6-inch wide black paint border on each side of centerline stripe. \$_____/ft.²
2. **TAXIWAY CONTINUOUS AND DASHED EDGE MARKINGS** – yellow paint, double 6-inch wide, continuous/solid lines on each side of the taxiway, spaced 6-inches apart. For dashed edge markings, dash stripes 15-feet in length with 25-foot spacing. \$_____/ft.².
3. **RUNWAY HOLDING POSITION MARKINGS ON TAXIWAYS AND BORDER** – yellow paint, four (4) lines 12-inches apart (two solid and two dashed). Two 12-inch wide solid lines. Two dashed lines 12-inches wide, 3 feet in length with 3-foot spacing. Twelve-inch wide black paint border on each side of each yellow line. \$_____/ft.².
4. **NON-MOVEMENT AREA MARKINGS AND BORDER** – yellow paint, two, 6-inch wide lines (one solid and one dashed) and 6-inches apart. Dashed stripe, 3 feet long with 3-foot spacing. Six-inch wide black paint border on each side of each yellow line. \$_____/ft.².
5. **INSTRUMENT LANDING SYSTEM CRITICAL AREA HOLDING POSITION MARKINGS AND BORDER** – yellow paint, 12-inch wide stripes, with black paint border, 6-inch wide including fill areas of marking, as per Advisory Circular. \$_____/ft.².
6. **SURFACE-PAINTED TAXIWAY LOCATION SIGNS** – black and yellow paint, as per Advisory Circular. \$_____/ft.².
7. **SURFACE-PAINTED TAXIWAY DIRECTION SIGNS** – yellow and black paint, as per Advisory Circular. \$_____/ft.².
8. **SURFACE-PAINTED RUNWAY HOLDING POSITION SIGNS ON TAXIWAYS** – red and white paint, as per Advisory Circular. \$_____/ft.².

9. **HELIPORT PAVED TAXIWAY CENTERLINE MARKINGS** – yellow paint, single 6-inch wide solid line. \$_____/ft.²
10. **HELIPORT PAVED TAXIWAY EDGE MARKINGS** – yellow paint, double 6-inch wide solid line on each side of the taxiway. \$_____/ft.²
11. **HELIPORT TOUCHDOWN AND LIFTOFF AREA (TLOF) MARKINGS** – white paint, 12-inch wide circular line with a 46-foot inside diameter. \$_____/ft.²
12. **HELIPORT FINAL APPROACH AND TAKEOFF AREA (FATO) EDGE MARKINGS** – white paint, 12 dashes and 4 corner markings. \$_____/ft.²
13. **HELIPORT “H” MARKING** – white paint with black bordering, white 46’-10” high lettering with a 6-inch wide black border. \$_____/ft.²
14. **HELIPORT “MAXIMUM GROSS WEIGHT 11,900 lbs” SURFACE-PAINTED SIGN** – black lettering 12-inches high on white painted background. \$_____/ft.²
15. **HELIPORT WHITE BAR** – white paint with black lettering. \$_____/ft.²
16. **HELIPORT PARKING AREA** – white circular line 12-inches wide with a 46-foot inside diameter. \$_____/ft.²
17. **HELIPORT PEDESTRIAN CAUTION AREA MARKINGS** – yellow and black striping, 6-inches wide alternating. \$_____/ft.²
18. **ADDITIONAL MARKINGS AND SURFACE PAINTED SIGNS** – white, yellow, red, and black paint additionally required to meet safe surface operations as deemed necessary by Airport Management. \$_____/ft.²
19. **SURFACE PAINT REMOVAL** – grinding or water blasting away surface paint. Cost per square footage \$_____/ft.² (Specify which removal method will be used.)

TOTAL: \$_____/ft.²

(TOTAL WRITTEN DOLLAR AMOUNT)

ADDITIONAL ITEMS (For informational purposes only)

20. **PREMIUM WORK** – work performed outside normal business hours, after 5:00 p.m. and before 7:00 a.m. (Normal business hours: 7:00 a.m. to 5:00 p.m.) Use a percentage increase that will be applied to all markings. _____%.
21. **PREMIUM EMERGENCY WORK** – work performed with a required twenty-four-hour notification for priority markings. Use a percentage increase that will be applied to all markings. If emergency work is requested after hours, this premium will not be in addition to standard premium work percentage. _____%.
22. **RUNWAY THRESHOLD MARKINGS** - white paint, each stripe, 7.4 feet X 150.0 feet.
\$/ft.²
23. **RUNWAY TOUCHDOWN ZONE MARKINGS** – white paint, each stripe, 3.7 feet X 75.0 feet. \$/ft.²
24. **RUNWAY AIMING POINT MARKINGS** – white paint, each stripe, 20.0 feet X 150.0 feet.
\$/ft.²
25. **RUNWAY 8-26 CENTERLINE MARKINGS** – white paint, each stripe, 3.0 feet X 120.0 feet. \$/ft.²
26. **RUNWAY 13-31 CENTERLINE MARKINGS** – white paint, each stripe, 1.0 foot X 120.0 feet. \$/ft.²
27. **RUNWAY SIDE STRIPE MARKINGS** – white paint, 3.0 foot-wide continuous/solid stripe on each side of the runway. \$/ft.²
28. **RUNWAY DESIGNATION MARKINGS** – white paint, numbers 8, 26, 13, and 31, as per Advisory Circulars. \$/ft.²
29. **RUNWAY SHOULDER MARKINGS** – yellow paint, each stripe, 3.0 feet X 60 feet.
\$/ft.²
30. **TAXIWAY SHOULDER MARKINGS** – yellow paint, each stripe, 3.0 feet X 25 feet.
\$/ft.²
31. **TAXIWAY HOLDING POSITION MARKINGS** – yellow paint, single dashed stripe.
\$/ft.²

PART VIII QUESTIONNAIRE

(Use additional sheets where necessary)

PLEASE PRINT OR TYPE:

1).Firm Name: _____

President: _____

Business Address: _____

Telephone: _____

Fax: _____

2).What was the last project of this nature that you completed? List any airfield pavement painting projects.

_____3).The following are named as three corporations or individuals for which you have performed work and which the City may contact as your references (include addresses and telephone numbers):

4).How many years has your organization been in business? _____

5).Have you ever failed to complete work awarded to you, if so, where and why?

_____6).The name of the qualifying agent for the firm and his position is:
_____7).Certificate of Competency Number of Qualifying Agent :

Effective Date: _____

Expiration Date: _____

City or County Licensed in: _____

Contractor's License # : _____

Expiration Date: _____

Submit a copy of your License with your Bid.

8).Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:
- b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or Part of your organization proposed for the contract.

9).Indicate your knowledge of Advisory Circulars (AC), guidelines and standards for General Aviation heliport (with visual approaches only) and airport (including visual and precision approach runways) painted markings. List projects in which these guidelines were applicable.

Our Firm is knowledgeable of these guidelines and standards: Yes_____ NO_____

Projects:

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

Signed: _____ ***Title:*** _____

Dated: _____

MINORITY BUSINESS ENTERPRISE (MBE) - WOMEN BUSINESS ENTERPRISE (WBE)**CONTRACTOR IDENTIFICATION FORM**

In order to assist us in identifying the status of those companies doing business with the City of Fort Lauderdale, this form **must** be completed and returned.

Name of Firm: _____

Address of Firm: _____

Telephone Number: _____

Name of Person Completing Form: _____

Title: _____

Signature: _____

Date: _____

Project Description: 2001 On-Call Maintenance of Airport & Helistop Pavement Marking Painting and Paint Removal.

Please check the item(s) that properly identify the status of your firm:

☐ Our firm is **not** a MBE or WBE.

☐ Our firm is a MBE, as at least 51 percent is owned and operated by one or more socially and economically disadvantaged individuals.

_____American Indian _____ Asian _____ Black _____ Hispanic

☐ Our firm is a WBE, as at least 51 percent is owned and operated by one or more women.

_____American Indian _____ Asian _____ Black _____ Hispanic _____ White

ADVISORY CIRCULARS

A listing of Advisory Circulars (AC), guidelines and standards for General Aviation heliport (with visual approaches only) and airport (including visual and precision approach runways) painted markings.

How to obtain FAA Advisory Circulars:

The Federal Aviation Administration's advisory circular checklist is available at:

<http://www.faa.gov/agc/ac-chklst/actoc.htm>

Washington, DC
U.S. Government Printing Office (GPO)
710 North Capitol St., NW
Washington, DC 20401
(202) 512-0132 phone
(202) 512-1355 fax

U.S. Government Bookstore - Jacksonville
100 West Bay St., Ste. 100
Jacksonville, FL 32202
(904) 353-0472 phone
(904) 353-1280 fax

Advisory Circulars with no charges:
U.S. Department of Transportation
Subsequent Distribution Office
Ardmore East Business Center
3341 Q 75th Ave.
Landover, MD 20785

SUGGESTED LIST OF ADVISORY CIRCULARS TO OBTAIN:

1. **AC 00-2.12**
Advisory Circular Checklist (8/15/98) (APF-100)
The checklist of current FAA advisory circulars as of August 15, 1998.
Recommended: To ensure the most current information is obtained.
2. **AC 150/5340-1H**
Standards for Airport Markings (8/31/99) (AAS-300)
Contains the Federal Aviation Administration (FAA) standards for markings used on airport runways, taxiways, and ramps (aprons).
Recommended: To ensure the airport painting is completed to the required specifications.
3. **AC 150/5345-44F**
Specifications for Taxiway and Runway Signs (Consolidated reprint includes change 1) (1/5/94) (AAS-200)
Contains specifications for lighted and unlighted signs to be used on taxiways and runways.
Recommended: For reference purposes only, to be familiar with the required specifications for signage.
4. **AC 150/5300-13**
Airport Design
(09/29/89) (AAS-110)
Contains the FAA's standards and recommendations for airport design. (\$20.00)
Recommended: To ensure the airport markings are completed to the required specification for a general aviation airport.
5. **AC 150/5390-2**
Heliport Design
(01/18/00) (AAS-100)
This Advisory Circular provides recommendations and standards for heliport design.
Recommended: To ensure the heliport markings are completed to the required specification for a general aviation heliport for operations only in visual conditions with no instrument approaches.
6. **AC 150/5370-2C**
Operational Safety on Airports During Construction (5/31/84) (AAS-300)
Concurring operational safety on airports with special emphasis on safety during periods of construction activity, to assist airport operators in complying with Part 139.
Recommended: For reference purposes, Fort Lauderdale Executive Airport does **not** operate under Part 139, but the AC contains insightful safety considerations during airfield work.
7. **AC 91-32B**
Safety In and Around Helicopters (2/18/97) (AFS-820)
Provides suggestions to improve helicopter safety by means of acquainting flight and non-flight crew personnel and passengers with the precautions and procedures necessary to avoid undue hazards.
Recommended: For reference purposes during helicopter operations, the AC information offers safety considerations during helicopters operations.
8. **Code of Federal Regulations, 40 CFR Part 60, Appendix A**

PROPOSER, PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THIS PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN ALL REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS – INCLUDING:

QUESTIONNAIRE (Including any attachments if required)

CONTRACTOR IDENTIFICATION FORM

COPIES OF YOUR LICENCES AND CERTIFICATES

PRICING PAGES

DISKETTE CONTAINING YOUR PRICING